



WORLDVENTURES

WorldVentures Canada Inc.

**STATEMENT of
POLICIES and PROCEDURES**

Canada

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Table of Contents

SECTION 1 - INTRODUCTION	5
1.1 - Corporate Mission Statement.....	5
1.2 - Representative Code of Ethics.....	5
SECTION 2 - OVERVIEW	6
2.1 - Policies and Compensation Plan Incorporated into Representative Agreement	6
2.2 - Purpose of Policies	6
2.3 - Changes to the Agreement	6
2.4 - Delays	6
2.5 - Policies and Provisions Severable	6
2.6 - Waiver	6
SECTION 3 - BECOMING A REPRESENTATIVE	7
3.1 - Requirements to Become a Representative	7
3.2 - New Representative Enrolment.....	7
3.2.1 - Business Entity Enrolment	7
3.3 - Representative Benefits	7
3.4 - Renewal of Your WorldVentures Business	9
SECTION 4 - OPERATING A WORLDVENTURES BUSINESS	9
4.1 - Adherence to the WorldVentures Compensation Plan	9
4.1.1 - General	9
4.1.2 - Product and Business Overview Presentations.....	9
4.2 - Advertising & Marketing	9
4.2.1 - General	9
4.2.2 - Representative Websites	9
4.2.3 - Profile Names, Domain Names, and Email Addresses	13
4.2.4 - Trademarks and Copyrights	13
4.2.5 - Media and Media Inquiries	14
4.2.6 - Spamming and Unsolicited Faxes.....	14
4.3 - Bonus Buying Prohibited.....	15
4.4 - Business Entities.....	15
4.5 - Changes to a WorldVentures Business.....	16
4.5.1 - General	16
4.5.2 - Addition of Co-Applicants.....	16
4.5.3 - Change of Sponsor	16
4.5.4 - Genealogy Placement Change	17
4.5.5 - Cancellation and Re-application.....	17
4.6 - Unauthorized Claims and Actions	18
4.6.1 - Indemnification	18
4.6.2 - Income Claims & the WorldVentures Income Disclosure Statement.....	18
4.6.3 - Tax or Write-Off Claims.....	18
4.6.4 - Misrepresentation of the WorldVentures Opportunity.....	18
4.7 - Commercial Outlets and Sales.....	19
4.7.1 - Commercial Outlets.....	19
4.7.2 - Trade Shows, Expositions and Other Sales Forums.....	19
4.8 - Conflicts of Interest	19
4.8.1 - Non-solicitation.....	19
4.8.2 - Downline Activity (Genealogy) Reports.....	20

4.9 - Other Services and Products	21
4.10 - Cross-Sponsoring	21
4.11 - Errors or Questions	22
4.12 - Governmental Approval or Endorsement	222
4.13 - Holding Applications or Orders.....	222
4.14 - Identification	222
4.15 - Income Taxes.....	222
4.16 - Independent Contractor Status	222
4.17 - Insurance	222
4.17.1 - Business Pursuits Coverage	22
4.18 - Domestic and International Marketing.....	23
4.19 - Adherence to Laws and Ordinances	233
4.19.1 - Local Ordinances	233
4.20 - Minors	233
4.21 - One WorldVentures Business Per Individual Person/Representative	23
4.22 - Requests for Records	244
4.23 - Sale, Transfer or Assignment of WorldVentures Business.....	244
4.24 - Separation of a WorldVentures Business.....	255
4.25 - Sponsoring and Enrolling	266
4.26 - Stacking	266
4.27 - Transfers.....	266
4.27.1 - Transfer Upon Death of a Representative.....	266
4.27.2 - Transfer Upon Incapacitation of a Representative	266
4.28 - Telemarketing	267
4.29 - Use of the WorldVentures Communication System	277
4.30 - Prohibiting Against Excessive Charges.....	277
4.31 - WorldVentures DreamTrip Etiquette Policy	277
4.32 - Confidentiality.....	288
SECTION 5 - RESPONSIBILITIES OF REPRESENTATIVES	288
5.1 - Change of Address or Telephone	288
5.2 - Non-disparagement.....	288
5.2.1 - Harassment Zero-Tolerance Policy	299
5.3 - Providing Documentation to Applicants.....	299
5.4 - Reporting Policy Violations	299
5.5 - Business Conduct	29
5.6 - Employee Gifts.....	29
SECTION 6 - SALES REQUIREMENTS	30
6.1 - Product Sales.....	30
6.2 - No Territory Restrictions.	30
6.3 - Sales Receipts	30
SECTION 7 - BONUSES AND COMMISSIONS	30
7.1 - Bonus and Commission Qualifications.....	30
7.2 - Adjustment to Bonuses and Commissions	30
7.2.1 - Adjustments for Returned Products or Cancelled Services.....	30
7.3 - Payments and Commissions in U.S. Dollars	31
7.4 - Online and Telephonic Activity Reports	31

SECTION 8 - RETURNS, REFUNDS, CANCELLATIONS, AND INVENTORY REPURCHASE	332
8.1 - Return of Goods by Representatives on Cancellation.....	332
8.2 - Procedures for Returns	332
SECTION 9 - DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS	332
9.1 - Disciplinary Sanctions	332
9.2 - Grievances and Complaints	33
9.3 - Dispute Resolution Board.	33
9.4 - Arbitration.....	34
9.5 - Governing Law, Jurisdiction and Venue.....	35
SECTION 10 - ORDERING	35
10.1 - Purchasing WorldVentures Products and Services.....	35
10.2 - General Order Policies.....	35
10.3 - Confirmation of Order.....	35
SECTION 11 - PAYMENT AND SHIPPING	35
11.1 - Insufficient Funds	35
11.2 - Dishonoured Cheques	35
11.3 - Restrictions on Third Party Use of Credit or Debit Cards and Bank Account Access....	36
11.4 - Credit or Debit Card Chargebacks	36
SECTION 12 - INACTIVITY AND CANCELLATION	36
12.1 - Effect of Cancellation	36
12.2 - Inactivity	37
12.2.1 - Insufficient Personal Volume to Maintain Active Requirement	37
12.2.2 - Status Following Cancellation	37
12.3 - Involuntary Cancellation.....	37
12.4 - Voluntary Cancellation	37
12.5 - Non-renewal.....	38
SECTION 13 - DEFINITIONS	38

SECTION 1 - INTRODUCTION

1.1 - Corporate Mission Statement

1.2 - WorldVentures' commitment to create an empowered global culture of abundant living, contribution and fulfillment is reflected in our mission is to enrich lives through unforgettable global, local and daily experiences. We believe those experiences will not only make peoples' lives more fun, but give them more freedom and a sense of fulfillment. WorldVentures is also committed to becoming the most-trusted name in the direct selling industry by building a family of world-class Independent Representatives. Representative Code of Ethics

All Independent Representatives of WorldVentures agree to abide by the following Representative Code of Ethics.

1. You are the public face of the WorldVentures brand. Whether you're talking to a Representative, prospect, member or WorldVentures employee, remember, at that moment, you are representing WorldVentures' brand and reputation. Please be respectful and courteous.
2. Promote a climate of trust and mutual respect. Do not make discouraging or disparaging comments about or toward other WorldVentures Representatives, customers and employees. Refrain from engaging in negative language, bullying, threats, defamatory statements and gossip.
3. Be confident in WorldVentures, your business, and our products and services and refrain from criticizing other companies' products and services.
4. Be honest and fair in your dealings. As a WorldVentures Representative, conduct yourself in an ethical, moral, legal and financially sound manner that enhances your reputation and the positive reputation established by WorldVentures. Show sensitivity to local customs and culture when working.
5. Respect an individual's right to privacy and their right to bring any contact to an end. Answer their questions honestly and clearly.
6. Represent WorldVentures' products, services and Compensation Plan as well as the products, services and compensation plans from other companies, in an honest and realistic way. Do not inflate or exaggerate the benefits, claims or attributes of the products or the opportunity.
7. When signing up a new Representative or customer, ensure that they see, understand and agree to all the terms and conditions of the contract they are agreeing to, including the WorldVentures Policies and Procedures and Compensation Plan.
8. Be clear that success is dependent on the amount of time and energy an individual puts into their business. Give reasonable examples of the types of expenses they should expect as well as the amount of time they'll need to devote to the business to achieve the income estimated. Do not guarantee income or earnings for any individual Representative.

9. Fulfill your leadership responsibilities. As a sponsor, train, support and communicate with the Representatives in your organization. Ensure you follow up and support your organization to assist them in building a customer base and downline organization.
10. Play fairly. Respect the relationship between a prospect and the Representative who introduced them to WorldVentures. If you're approached by someone who wants to become a WorldVentures Representative, advise them to reach out to the person who invited them to the event. As a courtesy to your fellow Representatives, do not offer, entice, encourage, solicit or attempt to influence a prospect's decision to sign up with you, as opposed to the person who introduced them to the business.
11. Have an open-door policy for your trainings and meetings. All training events should be open, meaning any Representative from any crossline or upline may attend, as these types of events are business-building opportunities for all Representatives.
12. Abide by both the letter and spirit of WorldVentures' Policies and Procedures.

SECTION 2 - OVERVIEW

2.1 - Policies and Compensation Plan Incorporated into Representative Agreement

These Policies and Procedures, in their present form and as amended at the sole discretion of WorldVentures Canada Inc. (hereafter "WorldVentures" or the "Company"), are incorporated into, and form an integral part of, the WorldVentures Representative Agreement (the "Representative Agreement"). Throughout these Policies, when the term "Agreement" is used, it collectively refers to the Representative Application and Agreement, these Policies and Procedures, the WorldVentures Marketing and Compensation Plan, and the WorldVentures Business Entity Registration Form (if applicable). These documents are incorporated by reference into the Representative Agreement (all in their current form and as amended by WorldVentures). It is the responsibility of each Representative to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies and Procedures. When sponsoring or enrolling a new Representative, it is the responsibility of the sponsoring Representative to provide the most current version of these Policies and Procedures and the WorldVentures Compensation Plan to the applicant prior to his or her execution of the Representative Agreement.

2.2 - Purpose of Policies

WorldVentures is a direct sales company that markets travel-related products and services through Independent Representatives. It is important to understand that your success and the success of your fellow Representatives are dependent upon the integrity of the men and women who market our products and services. To clearly define the relationship that exists between Representatives and WorldVentures, and to explicitly set a standard for acceptable business conduct, WorldVentures has established the Agreement.

WorldVentures Representatives are required to comply with all of the Terms and Conditions set forth in the Agreement, as well as all federal, state, provincial, territorial, and local laws governing their WorldVentures business and their conduct. Because you

may be unfamiliar with many of these standards of practice, it is very important that you read and abide by the Agreement. Please review the information in this Statement of Policies and Procedures carefully. It explains and governs the relationship between you, as an independent contractor and the Company. If you have any questions regarding any policy or rule, do not hesitate to seek an answer from your Sponsor or from WorldVentures.

2.3 - Changes to the Agreement

Because federal, state, provincial, territorial and local laws, as well as the business environment, periodically change, WorldVentures reserves the right to amend the Agreement, including without limitation, its prices and offerings with respect to products and services in its sole and absolute discretion. By signing the Representative Agreement, a Representative agrees to abide by all amendments or modifications that WorldVentures elects to make. Amendments shall be effective upon notice to all Representatives that the Agreement has been modified. Notification of amendments shall be published in official WorldVentures Materials. The Company shall provide or make available to all Representatives a complete copy of the amended provisions by one or more of the following methods: (1) posting on the Company's official website at www.WorldVentures.biz; (2) electronic mail (e-mail); (3) fax-on-demand; (4) voice mail system broadcast; (5) inclusion in Company periodicals; (6) inclusion in product orders or bonus payments; or (7) special mailings. The continuation of a Representative's WorldVentures business or a Representative's acceptance of bonuses or commissions constitutes acceptance of any and all amendments.

2.4 - Delays

WorldVentures shall not be responsible for delays or failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labour difficulties, riot, war, fire, death, curtailment of a party's source of supply, or government decrees or orders.

2.5 - Policies and Provisions Severable

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid, or unenforceable provision never comprised a part of the Agreement.

2.6 - Waiver

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of WorldVentures to exercise any right or power under the Agreement or to insist upon strict compliance by a Representative with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of WorldVentures' right to demand exact compliance with the Agreement. Waiver by WorldVentures can be affected only in writing by an authorised officer of the Company. WorldVentures' waiver of any particular breach by a Representative shall not affect or impair WorldVentures' rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Representative. Nor shall any delay or

omission by WorldVentures to exercise any right arising from a breach affect or impair WorldVentures' rights as to that or any subsequent breach.

The existence of any claim or cause of action of a Representative against WorldVentures shall not constitute a defence to WorldVentures' enforcement of any term or provision of the Agreement.

SECTION 3 - BECOMING A REPRESENTATIVE

3.1 - Requirements to Become a Representative

To become a WorldVentures Representative, each applicant must:

- a) Be at least 18 years of age;
- b) Reside in a country in which WorldVentures conducts business and accepts new Representatives;
- c) Purchase a WorldVentures Representative Business System; and
- d) Submit a properly completed online Representative Agreement to WorldVentures via his or her Enroller's WorldVentures internet website.

The Company reserves the right to reject any Representative Agreement.

3.2 - New Representative Enrolment

To become a WorldVentures Representative, an applicant must enrol online at the personal WorldVentures website of his or her Enroller.

3.2.1 - Business Entity Enrolment

Business entities, including, but not limited to, limited liability companies, partnerships, sole proprietorships, and/or sole traders, may become a Representative of WorldVentures, and a WorldVentures business may be operated under a trade name. If a new WorldVentures business will be owned or operated in the above manner, a Business Entity Registration Packet (Business Entity Form and articles of organisation/incorporation) must be submitted within thirty (30) days of the date of the application. If any shareholder, partner, or officer of a Representative is itself an entity, then the information required for the Representative shall also be required for such shareholder, partner, or officer. WorldVentures reserves the right to reject the use of a trade name in its sole and absolute discretion.

3.3 - Representative Benefits

Once a Representative Agreement has been accepted by WorldVentures, the benefits of the Compensation Plan and the Representative Agreement are available to the new Representative. These benefits include the right to:

- a) Market and promote the sale of WorldVentures products and services;
- b) Participate in the WorldVentures Compensation Plan (and receive bonuses and commissions, if eligible);

- c) Enroll other individuals or entities as Representatives into the WorldVentures business and thereby, build a Marketing Organisation and progress through the WorldVentures Compensation Plan;
- d) Receive periodic WorldVentures literature and other WorldVentures communications;
- e) Participate in WorldVentures-sponsored support, service, training, motivational and recognition functions, upon payment of appropriate charges, if applicable; and
- f) Participate in promotional and incentive contests and programmes sponsored by WorldVentures for its Representatives.

3.4 - Renewal of Your WorldVentures Business

The term of the Representative Agreement is one (1) year from the date of its acceptance and is automatically renewed by WorldVentures from year to year as long as the Representative has not violated the Company's Terms & Conditions and/or Policies & Procedures and is current with all applicable fees and payments due.

SECTION 4 - OPERATING A WORLDVENTURES BUSINESS

4.1 - Adherence to the WorldVentures Compensation Plan

4.1.1 - General

Representatives must adhere to the terms of the WorldVentures Compensation Plan as set forth in official WorldVentures literature. Representatives shall not offer the WorldVentures opportunity through, or in combination with, any other system, programme, or method of marketing other than that specifically set forth in official WorldVentures literature. Representatives shall not require or encourage other current or prospective customers or Representatives to participate in WorldVentures in any manner that varies from the programme as set forth in official WorldVentures literature. Representatives shall not require or encourage other current or prospective customers or Representatives to execute any agreement or contract other than official WorldVentures agreements and contracts in order to become a WorldVentures Representative. Similarly, Representatives shall not require or encourage other current or prospective customers or Representatives to make any purchase from, or payment to, any individual or other entity to participate in the WorldVentures Marketing and Compensation Plan other than those purchases or payments identified as recommended or required in official WorldVentures literature.

4.1.2 - Product and Business Overview Presentations

All Representatives must exclusively use authorised WorldVentures presentations any time WorldVentures Products or the WorldVentures Business Overview are presented. This includes, but is not limited to, slide presentations (PowerPoint, Flash, or otherwise), printed flip books/binders, and DVDs.

It is expressly prohibited for any Representative to use presentations of his or her own devising. Any proposed alterations to existing presentations must be submitted to the Compliance Department for approval prior to usage.

4.2 - Advertising & Marketing

4.2.1 - General

All Representatives shall safeguard and promote the good reputation of WorldVentures and its products. The marketing and promotion of WorldVentures, the WorldVentures opportunity, the Compensation Plan, and WorldVentures products and services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices. When attending WorldVentures events or event associated with WorldVentures Representatives should respect and follow the WorldVentures event code of ethics. WorldVentures prohibits any Representative from enticing a prospect to join a particular sales team by showing copies of any commission statements. A Representative may not fax, email, mail or display any form of a copy of a commission statements to a prospective recruit. WorldVentures has a strict policy against making false and exaggerated income claims or misrepresenting its products/services in any way, shape or form. WorldVentures' approved advertising package prohibits any Sales Representative from using the name WorldVentures in advertising, except where specifically authorised.

To promote both the products and services, and the tremendous opportunity WorldVentures offers, Representatives must use the sales aids and support materials produced by WorldVentures. The rationale behind this requirement is simple. WorldVentures has carefully designed its products, product labels, Marketing and Compensation Plan, and promotional materials to ensure that each aspect of WorldVentures is fair, truthful, substantiated, and complies with applicable law. If WorldVentures Representatives were allowed to develop their own sales aids and promotional materials (which include Internet advertising), notwithstanding their integrity and good intentions, the likelihood is that they would unintentionally violate any number of statutes or regulations affecting a WorldVentures business. These violations, although they may be relatively few in number, would jeopardise the WorldVentures opportunity for all Representatives. Accordingly, Representatives must not produce their own literature, advertisements, sales aids and promotional materials, business cards, or Internet web pages unless approved in writing by the Company prior to use. This also includes, but is not limited to merchandise and accessories such as hats, tee-shirts, etc. A Representative can submit all written sales aids, promotional materials, advertisements, and other literature (including proposed Internet advertising) to the Company for approval. Unless the Representative receives specific written approval to use the material, the request shall be deemed denied. WorldVentures may monitor and documents Representative promotional activity whether on the Internet, in print or through other means on an ongoing basis.

4.2.2 - Representative Websites

If a Representative desires to utilise an Internet web page to promote his or her business, he or she may do so through the Company's replicated website programme only. No Representative may independently design a website that uses the names, logos, or product descriptions of WorldVentures or otherwise promotes (directly or indirectly) WorldVentures products or the WorldVentures opportunity. Nor may a Representative use "blind" ads on the Internet that make product or income claims which are ultimately associated with WorldVentures products, the WorldVentures opportunity, or the

WorldVentures Marketing and Compensation Plan. The use of any other Internet website or web page (including without limitation auction sites such as eBay) to in any way promote the sale of WorldVentures products, the WorldVentures opportunity, or the Marketing and Compensation Plan is strictly prohibited.

Representatives may not advertise or promote their Representative business or WorldVentures business, products or marketing plan or use the WorldVentures name in any electronic media or transmission, including on the Internet via website or otherwise, without the prior written approval of WorldVentures, which may be withheld in its sole discretion. If written approval is given, Representatives must comply with the guidelines set forth by WorldVentures, including but not limited to the following; (a) a Representative shall not make offers or solicitations in the guise of research, surveys or informal communication, when the real intent is to sell products or services or sponsor Representatives; (b) Representatives operating approved online websites, whether or not they collect personal information from individual consumers, shall disclose to the consumer in a prominent place on the website how the consumer information will be used and will comply in all respects with applicable data protection legislation; in relation to the collection, holding, processing, and use of any such data; (c) Representatives collecting personal information either online or manually shall provide individual consumers with the opportunity to opt into the dissemination and sharing of such information with third parties, and (d) if having previously opted in, any consumer requests that his or her personal information not be shared, Representatives shall immediately stop such use of the data; (e) Representatives must abide by all laws and regulations regarding electronic communications; (f) Representatives may not distribute content by use of distribution lists or to any person who has not given specific permission to be included in such a process; (g) Representatives may not distribute content that is unlawful, harassing, libellous, slanderous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or material which could give rise to civil liability or otherwise violate any applicable law or regulation; and (h) Representatives may not transmit, nor instigate the transmission of, unsolicited marketing materials by electronic mail to an individual subscriber unless the recipient of the electronic mail has previously notified the Representative as the sender, that he consents, for the time being, to receive such communications. A “solicited message” is one that you have actively invited. An “unsolicited marketing message that you have opted into receiving” is one that you have not invited, but you have indicated that you do not, for the time being, object to receiving it.

Any email sent by a Representative, whether solicited or not, to any subscriber, whether corporate or not, that promotes WorldVentures, the WorldVentures business opportunity, or WorldVentures products and services must comply with the following:

- a) There must be a functioning return email address to the sender.
- b) There must be a notice in the email that advises the recipient that he or she may reply to the email, via the functioning return email address, to request that future email solicitations or correspondence not be sent to him or her (a functioning “opt-out” notice).
- c) The email must include the Representative’s physical mailing address such that the identity of the sender is not disguised or concealed.

- d) The email must clearly and conspicuously disclose that the message is an advertising or solicitation.

4.2.2.1 - Team Support Websites

Team Support Websites are designed to provide the top leaders with a means to promote special team events, recognition, conference calls, training, etc. to their sales team. Representatives who have achieved the Marketing Director (MD) rank, or higher, may submit their proposed website to the Compliance Department for approval of all content at the sole discretion of WorldVentures. Adherence to the rules governing the Team Support Websites will be strictly enforced and WorldVentures reserves the right to reject it if the website is found unsuitable as detailed in this Section 4.2.2 Representative Websites. Any changes to a Team Support Website requires the prior written approval from the Compliance Department.

Team Support Website Guidelines:

- a) The words “WorldVentures Independent Representative(s)” must appear in the header and page title;
- b) Only the WorldVentures name may be used, no company logos;
- c) All WorldVentures support materials (e.g. – The Passport to Success, Product Order Forms, and Rep Agreements) must be directly linked to those hosted by WorldVentures to ensure any corporate updates are affected immediately. Downloading these files and re-hosting them on the Representative’s website is prohibited; and
- d) The site may not directly link to any individual Representative’s personally owned website.

Content changes must be submitted for approval to the Compliance Department immediately; however, these Team Support Websites may be randomly spot checked to ensure compliance. If a Team Support Website is determined (in WorldVentures’ sole discretion), at any time, to be unsuitable or in violation of these Policies and Procedures, The Team Support Website must be taken down immediately until corrective measures have been taken by the Representative in question and approved by WorldVentures.

4.2.2.2 - Public Websites - Social Networking, Forums, and Blogs

If a Representative has a public webpage or presence on any social networking website, forum or blog, including, without limitation, MySpace, Facebook, Blogger, WordPress, and Second Life, such Representative must adhere to the following:

- a) HTML and picture content in comments must be disabled or user settings changed to “Approve comments before posting” to ensure that the site does not serve as a post for inappropriate content or spam;
- b) Only WorldVentures-approved banner ads (available in back office under “Marketing Assets”) may be used. The banner ads must be used “as is” with no alterations or additional comments;
- c) The site must not make any reference to any related WorldVentures products, trademarks, logos, etc. The only exception is in photo

comments/names, where titles such as “Our June DreamTrip to Tortola” may be used. However, no prices, savings claims, or other elaboration is allowed, and;

- d) All sites must be submitted to the Compliance Department for approval of all content.

WorldVentures will evaluate such website in good faith and will notify of acceptance or rejection. WorldVentures may reject the submission if determined (in WorldVentures’ sole discretion) that the site is unsuitable as detailed in this Section 4.2.2, Representative Websites.

4.2.2.3 - Personal Identity Websites

A Representative may have a personal identity website (e.g. – www.joerepresentative.com) that is 100% generic that may include personal pictures of family, friends, yachts, cars, homes, vacations, etc. The site may include one of the WorldVentures approved banner ads available in your back office under “Marketing Assets”, but the banner ad must be used “as is” with no alterations or additional comments.

The site must not make any reference to WorldVentures products, Compensation Plan, logos, trademarks, technology, strategic partners, employees, income claims, etc. All sites must be submitted to the Compliance Department for prior approval of all content. WorldVentures will evaluate the website in good faith and will notify of acceptance or rejection. WorldVentures may reject the submission if determined (in WorldVentures’ sole discretion) that the site is unsuitable as detailed in this Section 4.2.2, Representative Websites.

4.2.3 - Profile Names, Domain Names, and Email Addresses

Representatives may not use or attempt to register any of WorldVentures’ trade names, trademarks, service names, service marks, product names, the Company’s name, or any derivative thereof, for any Internet domain name. Nor may Representatives incorporate or attempt to incorporate any of the Company’s trade names, trademarks, service names, service marks, product names, the Company’s name, or any derivative thereof, into any electronic mail address. This also includes, without limitation, profile pages/names, usernames, account information, for other internet identity accounts including, but not limited to, LinkedIn, Twitter, Facebook, MySpace, Squidoo, Friendster, Digg, YouTube, Viddler, and Vimeo.

4.2.4 - Trademarks and Copyrights

All trade names, trademarks and service marks used by WorldVentures are owned solely by WorldVentures. WorldVentures will not allow the use of its trade names, trademarks, designs, or symbols by any person, including a WorldVentures Representative, without its prior, written permission. Representatives may not produce for sale or distribution any recorded Company events and speeches without written permission from WorldVentures, nor may Representatives reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations.

The name of WorldVentures and other names as may be adopted by WorldVentures are proprietary trade names, trademarks and service marks of WorldVentures. As such, these marks are of great value to WorldVentures and are supplied to Representatives for

their use only in an expressly authorised manner. Use of WorldVentures name on any item not produced by the Company is prohibited except as follows:

*“Representative’s Name
Independent WorldVentures Representative”*

All Representatives may list themselves as an “Independent WorldVentures Representative” in the white or yellow pages of the telephone directory under their own name. No Representative may place telephone directory display ads using WorldVentures’ name or logo. Representatives may not answer the telephone by saying “WorldVentures”, “WorldVentures Incorporated”, or in any other manner that would lead the caller to believe that he or she has reached corporate offices of WorldVentures.

4.2.5 - Media and Media Inquiries

Representatives must not attempt to respond to media inquiries regarding WorldVentures, its products or services, or their independent WorldVentures business. All inquiries by any type of media must be immediately referred to WorldVentures’ Communication Department. This policy is designed to ensure that accurate and consistent information is provided to the public as well as a proper public image.

Representatives are strictly prohibited from representing WorldVentures in any public media arena, and from using uncompensated media forms including, but not limited to, news releases, articles, editorials, unpaid advertising, infomercials/advertorials, and television, cable or radio program appearances to promote or publicise WorldVentures or its products, except as approved in writing by WorldVentures. Such requests must be submitted in writing to WorldVentures’ Communication Department at least thirty (30) days in advance of the media activity. This policy is necessary to ensure an accurate, legal and consistent public image for WorldVentures and its Representatives.

4.2.6 - Spamming and Unsolicited Faxes

Except as provided in this section, Representatives may not use or transmit: unsolicited faxes, mass e-mail distribution, unsolicited e-mail, or “spamming” relative to the operation of their WorldVentures businesses. A Representative may not transmit, nor instigate the transmission of, unsolicited marketing materials by electronic mail or fax to an individual subscriber unless the recipient of the electronic mail or fax has previously notified the Representative as the sender, that he consents, for the time being, to receive such communications. A “solicited message” is one that you have actively invited. An “unsolicited marketing message that you have opted into receiving” is one that you have not invited, but you have indicated that you do not, for the time being, object to receiving it.

Any email sent by a Representative whether solicited or not, to any subscriber, whether corporate or not, that promotes WorldVentures, the WorldVentures business opportunity, or WorldVentures products and services must comply with the following:

- a) There must be a functioning return email address or fax number to the sender.
- b) There must be a notice in the email or fax that advises the recipient that he or she may reply to the email or fax, via the functioning return email address

- or fax number, to request that future email or fax solicitations or correspondence not be sent to him or her (a functioning “opt-out” notice).
- c) The email or fax must include the Representative’s physical mailing address such that the identity of the sender is not disguised or concealed.
 - d) The email or fax must clearly and conspicuously disclose that the message is an advertising or solicitation.
 - e) The use of deceptive subject lines and/or false header information is prohibited.
 - f) All opt-out requests, whether received by email, fax, or regular mail, must be honoured. If a Representative receives an opt-out request from a recipient of an email or fax, the Representative must forward the opt-out request to the Company.

Current and future complaints reported to WorldVentures will be handled as follows:

1. Any SPAM complaint reported to WorldVentures by Go Daddy (or other Internet Hosting service) must be investigated and resolved, and the results reported to Go Daddy (or the Internet Hosting service in question), within five (5) days.
2. If a Representative cannot prove/show evidence that the SPAM complaint/e-mail is not valid, his or her WorldVentures Representative Agreement will be terminated.

Note: if a complaint is generated, the Representative in question, and not WorldVentures, will have the burden of proof to prove that the complaint is not valid. Representatives should keep an active log of all messages sent and received (opt-in/out). They may need this information trail if a complaint is received, to avoid termination.

4.3 - Bonus Buying Prohibited

Bonus buying is strictly and absolutely prohibited. “Bonus buying” includes: (a) the enrolment of individuals or entities as Representatives or customers without the knowledge of and/or execution of an Representative Agreement or customer agreement by such individuals or entities; (b) the fraudulent enrolment of an individual or entity as a Representative or customer; (c) the enrolment or attempted enrolment of non-existent individuals or entities as Representatives or customers (“phantoms”); (d) the use of a credit card by or on behalf of a Representative or customer when the Representative or customer is not the account holder of such credit card; (e) Purchasing WorldVentures merchandise or services on behalf of another Representative or customer, or under another Representative’s or customer’s I.D. number, to qualify for commissions or bonuses.

4.4 - Business Entities

A corporation or partnership (collectively referred to in this section as a “Business Entity”) may apply to be a WorldVentures Representative by submitting its Certificate of Incorporation and Memorandum and Articles or Associations or Partnership Agreement (these documents are collectively referred to as the “Entity Documents”) to WorldVentures, in addition to a properly completed Business Entity Registration Form. If a Representative enrolls online, the Entity Documents and Business Entity Registration

Form must be submitted to WorldVentures within thirty (30) days of the online enrolment (If not received within the thirty (30) day period, the Representative Agreement shall automatically terminate). A WorldVentures business may change its status under the same sponsor from an individual to a partnership or corporation, or from one type of entity to another. There is a \$25.00 fee for each change requested, which must be included with the written request and the completed Representative Agreement. The Business Entity Registration Form must be signed by all of the shareholders, partners or trustees. Owners of the entity are jointly and severally liable for any indebtedness or other obligation to WorldVentures.

4.5 - Changes to a WorldVentures Business

4.5.1 - General

Each Representative must immediately notify WorldVentures of all changes to the information contained on his or her Representative Application and Agreement. Representatives may modify their existing Representative Agreement (i.e., change the form of ownership from an individual proprietorship to a business entity owned by the Representative) by submitting a written request, a properly completed online Representative Agreement Form, and appropriate supporting documentation.

4.5.2 - Addition of Co-Applicants

When adding a co-applicant (either an individual or a business entity) to an existing WorldVentures business, the Company requires both a written request as well as a properly completed Representative Application and Agreement containing the applicant and co-applicant's Social Insurance Numbers and signatures. To prevent the circumvention of Section 4.24 (regarding transfers and assignments of WorldVentures business), the original applicant must remain as a party to the original Representative Application and Agreement. If the original Representative wants to terminate his or her relationship with the Company, he or she must transfer or assign his or her business in accordance with Section 4.24. If this process is not followed, the business shall be cancelled upon the withdrawal of the original Representative. All bonus and commission payments will be made to the account of record of the original Representative. Please note that the modifications permitted within the scope of this paragraph *do not* include a change of sponsorship. Changes of sponsorship are addressed in Section 4.5.3, below. There is a twenty-five dollar (\$25.00) fee for each change requested, which must be included with the written request and the completed Representative Agreement. WorldVentures may, at its discretion, require certified documents before implementing any changes to a WorldVentures business. Please allow thirty (30) days after the receipt of the request by WorldVentures for processing.

4.5.3 - Change of Sponsor

To protect the integrity of all marketing organisations and safeguard the hard work of all Representatives, WorldVentures strongly discourages changes in sponsorship. Maintaining the integrity of sponsorship is critical for the success of every Representative and Marketing Organisation. Accordingly, the transfer of a WorldVentures business from one sponsor to another is rarely permitted.

Requests for change of sponsorship must be submitted in writing to the Representative Services Department, and must include the reason for the transfer. Transfers will only be considered in the following two (2) circumstances:

- a) In cases involving fraudulent inducement or unethical sponsoring, a Representative may request that he or she be transferred to another organization with his or her entire Marketing Organization intact. All requests for transfer alleging fraudulent enrolment practices shall be evaluated on a case by case basis.
- b) The Representative seeking to transfer submits a properly completed and fully executed Sponsorship Transfer Form which includes the written approval of his or her immediate Representatives including all parties whose income will be affected by the transfer. Photocopied or facsimile signatures are not acceptable. All Representative signatures must be certified. The Representative who requests the transfer must submit a fee of \$50.00 for administrative charges and data processing. If the transferring Representative also wants to move any of the Representatives in his or her Marketing Organisation, each downline Representative must also obtain a properly completed Sponsorship Transfer Form and return it to WorldVentures with the \$50.00 change fee (i.e., the transferring Representative and each Representative in his or her Marketing Organisation multiplied by \$50.00 is the cost to move a WorldVentures business.) Downline Representatives will not be moved with the transferring Representative unless all of the requirements of this paragraph are met. Transferring Representatives must allow thirty (30) days after the receipt of the Sponsorship Transfer Forms by WorldVentures for processing and verifying change requests.

4.5.4 - Genealogy Placement Change

WorldVentures reserves the right to change the placement of any Representative put into the system based on either Enroller input error or computer system input error for forty-eight (48) hours or two (2) business days after initial input. If requested within forty-eight (48) hours or two (2) business days, the error will be corrected and there will be no charge for the change. WorldVentures reserves the right to make these changes for up to one (1) week after input. However, after forty-eight (48) hours or two (2) business days the request to change may not be granted. If granted, there will be a **\$25 charge** to the Enroller which must be paid prior to the change being made.

4.5.5 - Cancellation and Re-application

A Representative may legitimately change Marketing Organisations by voluntarily cancelling his or her WorldVentures business and remaining inactive (*i.e.*, no purchases of WorldVentures products for resale, no sales of WorldVentures products or services, no sponsoring, no attendance at any WorldVentures functions, participation in any other form of Representative activity, or operation of any other WorldVentures business) for six (6) full calendar months. Following the six (6) month period of inactivity, the former Representative may reapply under a new sponsor. WorldVentures will consider waiving the six month waiting period under exceptional circumstances. Such requests for waiver must be submitted to WorldVentures in writing.

4.6 - Unauthorized Claims and Actions

4.6.1 - Indemnification

A Representative is fully responsible for all of his or her verbal and written statements made regarding WorldVentures products, services, and the Compensation Plan which are not expressly contained in official WorldVentures materials. Representatives agree to indemnify WorldVentures and WorldVentures' directors, officers, employees, and agents, and hold them harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by WorldVentures as a result of the Representative's unauthorised representations or actions or other breach of the Agreement, (b) actions as a Representative, and (c) violations or the failure to comply with an applicable federal, provincial, state or local law or regulation.

4.6.2 - Income Claims & the WorldVentures Income Disclosure Statement

When presenting or discussing the WorldVentures Opportunity or Compensation Plan to prospective Representatives, no matter the setting, WorldVentures Independent Representative MUST use the current WorldVentures Canada Income Disclosure Statement, as provided in the Representative's back office and/or included in the WorldVentures compensation plan for Canada. Every prospective Representative must be issued their own copy of the Income Disclosure Statement for review prior to discussing the Opportunity.

In order to assist Representatives in presenting the information accurately and honestly, WorldVentures has created Income Disclosure Statement Usage Requirements which can be found in your back office.

In addition to the Income Disclosure Statement, hypothetical income examples that are used to explain the operation of the Compensation Plan, and which are based solely on mathematical projections, may be made to prospective Representatives, so long as the Representative who uses such hypothetical examples makes clear to the prospective Representative(s) that such earnings are hypothetical and the Representative provides the prospect with a copy of the most current Income Disclosure Statement prepared by the Company.

4.6.3 - Tax or Write-Off Claims

Although owning and operating a home-based business can provide the opportunity for Representatives to take legitimate deductions for their business on their income tax return, there are numerous laws regarding the allowable deductions. WorldVentures Representatives must not make any tax write-off or potential tax savings claims related to WorldVentures, but may encourage a prospect or WorldVentures Representative to seek the advice of a professional tax advisor regarding any allowable deductions.

4.6.4 - Misrepresentation of the WorldVentures Opportunity

WorldVentures Representatives are independent contractors and not employees, partners, legal representatives, or franchisees of WorldVentures. Any marketing and recruiting efforts surrounding the Independent Representative Opportunity offered by WorldVentures (including, but not limited to flyers, letters, emails, and ad postings) must not in any way assert or imply that the position is a "job," that the Representative is an

“employee,” or that the Representative will receive “salary” or “wages.” The position of Independent Representative shall not be construed as creating a relationship of employee-employer, agency, partnership or joint venture between any participant, sponsor and WorldVentures.

4.7 - Commercial Outlets and Sales

4.7.1 - Commercial Outlets

WorldVentures strongly encourages the retailing and selling of its products and services through person to person contact. In an effort to reinforce this method of marketing and to help provide a standard of fairness for its Representative base, Representatives may not display or sell WorldVentures products, services, or literature in any retail or service establishment without specific prior approval from WorldVentures' Corporate offices.

4.7.2 - Trade Shows, Expositions and Other Sales Forums

Representatives may display and/or sell WorldVentures products and services at trade shows and professional expositions. Before submitting a deposit to the event promoter, Representatives must contact the Representative Services Department in writing for conditional approval, as WorldVentures' policy is to authorise only one (1) WorldVentures business per event. Final approval will be granted to the first Representative who submits an official advertisement of the event, a copy of the contract signed by both the Representative and the event official, and a receipt indicating that a deposit for the booth has been paid. Approval is given only for the event specified. Any requests to participate in future events must again be submitted to the Representative Services Department. WorldVentures further reserves the right to refuse authorisation to participate at any function which it does not deem a suitable forum for the promotion of its products, services, or the WorldVentures opportunity. Approval will not be given for swap meets, car boot sales, flea markets or farmer's markets as these events are not conducive to the professional image WorldVentures wishes to portray.

Any promotional material intended for distribution at such events must be submitted for review and approved in writing to the Compliance Department prior to the event. No text may be changed following approval without the material being resubmitted for review. WorldVentures may engage the services of “anonymous shoppers” to attend such events to monitor compliance to the WorldVentures Policies and Procedures.

4.8 - Conflicts of Interest

4.8.1 - Non-solicitation

WorldVentures Representatives are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively “network marketing”). However, during the term of this Agreement and for a period of ninety (90) days following termination:

- a) Representatives may not recruit other WorldVentures Representatives for any other network marketing business, other than those they personally recruited into WorldVentures. The term “recruit” means actual or attempted solicitation, enrolment, encouragement, or effort to influence in any other way, either directly or through a third party, another WorldVentures

Representative to enrol or participate in another multilevel marketing, network marketing or direct sales opportunity. This conduct constitutes recruiting even if the Representative's actions are in response to an inquiry made by another Representative.

- b) Representatives must not sell, or attempt to sell, any competing non-WorldVentures products or services to WorldVentures' customers or Representatives. Any product or services in the same generic category as a WorldVentures product or service is deemed to be competing (e.g., any vacation or travel membership product or service is in the same generic category as WorldVentures' DreamTrips Membership, and is therefore a competing service, regardless of differences in cost or benefits.)
- c) Representatives may not display WorldVentures products or services with any other products or services in a fashion that might in any way confuse or mislead a prospective customer or Representative into believing there is a relationship between the WorldVentures and non-WorldVentures products or services.
- d) Representatives may not offer the WorldVentures opportunity, products or services to prospective or existing customers or Representatives in conjunction with any non-WorldVentures program, opportunity, product or service.
- e) Representatives may not offer any non-WorldVentures opportunity, products or services at any WorldVentures-related meeting, seminar or convention, or immediately following such event.

4.8.2 - Downline Activity (Genealogy) Reports

Downline Activity Reports are available for Representative access and viewing at WorldVentures' official website. Representative access to his or her Downline Activity Reports is password protected. **All Downline Activity Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets belonging to WorldVentures.** Downline Activity Reports are provided to Representatives in strictest confidence and are made available to Representatives for the sole purpose of assisting Representatives in working with their respective Downline Organisations in the development of their WorldVentures business.

Representatives should use their Downline Activity Reports to assist, motivate, and train their downline Representatives. The Representative and WorldVentures agree that, but for this agreement of confidentiality and nondisclosure, WorldVentures would not provide Downline Activity Reports to the Representative. A Representative shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- a) Directly or indirectly disclose any information contained in any Downline Activity Report to any individual, partnership, association, corporation, or other entity;
- b) Directly or indirectly disclose, to any individual, partnership, association, corporation, or other entity, the password or other access code to his or her Downline Activity Report;

- c) Use the information contained in any Downline Activity Report to compete with WorldVentures or for any purpose other than promoting or supporting his or her WorldVentures business; or
- d) Recruit or solicit any Representative or customer listed on any Downline Activity Report or in any manner attempt to influence or induce any Representative or customer, to alter his or her business relationship with WorldVentures.

Upon demand by the Company, any current or former Representative will return the original and all copies of Downline Activity Reports to the Company.

4.9 - Other Services and Products.

WorldVentures Representatives are not restricted from selling the services and Products of other companies. However, direct or indirect promotion of those product and services to WorldVentures Representatives is limited to those personally sponsored by the Representative.

4.10 - Cross-Sponsoring

Actual or attempted cross sponsoring is strictly prohibited. "Cross sponsoring" is defined as the enrolment of an individual, or entity, that already has a current Customer or Representative Agreement on file with WorldVentures, or who has had such an agreement within the preceding six (6) calendar months, within a different line of sponsorship. The use of a spouse's or relative's name, trading names, assumed names, companies, partnerships, or fictitious ID numbers to circumvent this policy is prohibited. Representatives shall not demean, discredit or defame other WorldVentures Representatives in an attempt to entice another Representative to become part of the first Representative's Marketing Organisation. This policy shall not prohibit the transfer of a WorldVentures business in accordance with Section 4.24.

If Cross Sponsoring is discovered, it must be brought to the attention of the Compliance Department immediately. WorldVentures may take disciplinary action against the Representative that changed organisations and/or those Representatives who encouraged or participated in the Cross Sponsoring. WorldVentures may also move all or part of the offending Representative's Downline to his or her original Downline organisation if the Company deems it equitable and feasible to do so. However, WorldVentures is under no obligation to move the Cross Sponsored Representative's Downline organisation, and the ultimate disposition of the organisation remains within the sole discretion of WorldVentures.

Representatives waive all claims and causes of action against WorldVentures arising from or relating to the disposition of the Cross Sponsored Representative's Downline organisation.

4.11 - Errors or Questions

If a Representative has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the Representative must notify WorldVentures in writing within sixty (60) days of the date of the purported error or

incident in question. WorldVentures will not be responsible for any errors, omissions or problems not reported to the Company within sixty (60) days.

4.12 - Governmental Approval or Endorsement

No government departments, agencies, or officials approve or endorse any direct selling or network marketing companies or programmes. Therefore, Representatives shall not represent or imply that WorldVentures or its Compensation Plan have been “approved,” “endorsed” or otherwise sanctioned by any government or agency.

4.13 - Holding Applications or Orders

Representatives must not manipulate enrolments of new Representatives or customers.

4.14 - Identification

Upon enrolment, the Company will provide a unique Representative Identification Number to the Representative by which he or she will be identified. This number will be used to place orders, and track commissions and bonuses.

4.15 - Income Taxes

Each Representative is responsible for paying applicable taxes on any income generated as a Representative.

4.16 - Independent Contractor Status

Representatives are independent contractors, and are not purchasers of a franchise or a business opportunity. The agreement between WorldVentures and its Representatives does not create an employer/employee relationship, partnership, or joint venture between the Company and the Representative. All Representatives are responsible for paying all taxes due from all compensation earned as a Representative of the Company. The Representative has no authority (expressed or implied), to bind the Company to any obligation. Each Representative shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Representative Agreement, these Policies and Procedures, and applicable laws.

4.17 - Insurance

4.17.1 - Business Pursuits Coverage

You may wish to arrange insurance coverage for your business. Contact your insurance broker to make certain that your business property is protected.

4.18 - Domestic and International Marketing

Because of critical legal and tax considerations, WorldVentures must limit the sale of WorldVentures products and services, and the presentation of the WorldVentures business to prospective customers and Representatives located within approved Canadian Provinces and/or Territories and other markets currently open as official WorldVentures markets for Canadian resident Representatives until further notice. Moreover, allowing a few Representatives to conduct business in markets not yet opened by WorldVentures would violate the concept of affording every Representative the equal opportunity to expand internationally.

Accordingly, Representatives are authorised to sell WorldVentures products and services, and enrol customers and Representatives only in the countries in which WorldVentures is authorised to conduct business, as announced in official Company literature. You may find a list of markets in which WorldVentures currently conducts business, along with any restrictions for each market, in the back office. In addition, no Representative may, in any unauthorized country and in any manner unauthorized in the then-current open markets list in the back office: (a) conduct sales, enrolment or training meetings; (b) enrol or attempt to enrol potential customers or Representatives; or (c) conduct any other activity for the purpose of selling WorldVentures products, establishing a Marketing Organisation, or promoting the WorldVentures opportunity.

4.19 - Adherence to Laws and Ordinances

4.19.1 - Local Ordinances

Representatives shall comply with all applicable laws and regulations in the conduct of their businesses.

4.20 - Minors

A person who is recognised as a minor in his/her province, territory, state or country of residence may not be a WorldVentures Representative. Representatives shall not enrol or recruit minors into the WorldVentures program.

4.21 - One WorldVentures Business Per Individual Person/Representative

Representatives may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, or shareholder, in only one (1) WorldVentures Business Centre. If an individual who has a WorldVentures Business also owns a limited liability company or share in a partnership then he/she may operate two (2) or more separate WorldVentures Business Centres as long as the following formulas apply. The multiple Business Centres owned and/or controlled by an individual MUST BE directly enrolled by the primary Business Centre. This will insure that all Business Centres will have a common Upline.

If spouses choose to operate their respective businesses separately, they may operate separately under different ID numbers, but one spouse MUST BE recruited directly by the other.

In a partnership, each partner can have a Business Centre in his or her own name and ID number and share the proceeds equally with their partner(s). In the case of partners sharing the proceeds of more than one (1) Business Centre, all Business Centres must have a common Upline. The first Partner in the binary structure must be the direct recruiter of the second partner. In the event of more than two (2) partners, all the partners involved must have been recruited by another one of the other partners, with the exception of the "top position/partner" in the binary structure.

In the event a Representative wishes to be granted an exceptions or exclusion from the above policy, he or she must submit a request to the Company in writing which must then be explicitly approved by the Company.

4.22 - Requests for Records

Any request from a Representative for copies of invoices, applications, Downline Activity Reports, or other records will require a fee of \$1.00 per page per copy. This fee covers the expense of mailing and time required to research files and make copies of the records.

4.23 - Sale, Transfer or Assignment of WorldVentures Business

Although a WorldVentures business is a privately owned, independently operated business, the assignment of the Representative Agreement due to a sale or transfer of a WorldVentures business is subject to the prior written approval of WorldVentures in its sole and absolute discretion. In the event a corporation owns the WorldVentures business and the corporation is subject to a sale through a share transfer, the Representative Agreement shall terminate unless WorldVentures approves, in writing, the share transfer in its sole and absolute discretion. In assessing whether to approve an assignment or share transfer, WorldVentures will consider certain criteria, which shall include without limitation:

- a) Protection of the existing line of sponsorship must always be maintained so that the WorldVentures business continues to be operated in that line of sponsorship.
- b) If the buyer is an active WorldVentures Representative, he or she must first terminate his or her WorldVentures business and wait a period of six (6) months before the transfer, assignment, or acquisition of any interest in the new WorldVentures business will be accepted and processed.
- c) Before the sale, transfer or assignment can be finalized and approved by WorldVentures, any debt obligations the selling Representative has with WorldVentures must be satisfied.
- d) The selling Representative must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign a WorldVentures business.

Prior to selling a WorldVentures business, the selling Representative must notify WorldVentures of his or her intent to assign the Representative Agreement or to be subject to a sale through a share transfer shares of the corporation which owns the WorldVentures business. Upon complete execution of the purchase and sale agreement, the parties must submit a WorldVentures Sale & Transfer Form to WorldVentures for review. WorldVentures reserves the right to request additional documentation that may be necessary to analyse the transaction between the buyer and seller. WorldVentures will, in its sole and absolute discretion, approve or deny the assignment within thirty (30) days after its receipt of all necessary documents from the parties or in the case of a share transfer, determine whether the Representative Agreement shall terminate.

The purchaser of the existing WorldVentures business will assume the obligations and position of the selling Representative. A Representative who sells his or her WorldVentures business shall not be eligible to re-apply as a WorldVentures Representative for a period of at least six (6) full calendar months after the date of the sale. Purchaser agrees to become a WorldVentures Representative and to be bound by all terms and conditions as well as this Agreement. All sales volume and any sales

representatives shall transfer with said position. The selling Representative must submit any materials or credentials issued to the selling Representative.

Sales and transfers only apply to the WorldVentures Business and to the benefits and obligations under the Representative Agreement. WorldVentures Products and services purchased by the Representative for personal use are not transferable. If the buyer elects to purchase WorldVentures Products and services, he or she may elect to do so from the Representative who enrolled of the Seller.

No changes in line of sponsorship can result from the sale or transfer of a WorldVentures business.

4.24 - Separation of a WorldVentures Business

WorldVentures Representatives sometimes operate their WorldVentures businesses as spouses, companies or business partnerships. At such time as a marriage or civil partnership may end in divorce or a company or partnership (the latter two entities are collectively referred to herein as “entities”) may be liquidated or dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship.

During the pendency of a divorce separation or entity dissolution, the parties must adopt one of the following methods of operation:

- a) One of the parties may, with consent of the other(s), operate the WorldVentures business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, members, or partners authorize WorldVentures to deal directly and solely with the other spouse or non-relinquishing shareholder, partner or trustee.
- b) The parties may continue to operate the WorldVentures business jointly on a “business-as-usual” basis, whereupon all compensation paid by WorldVentures will be paid in the joint names of the Representatives or in the name of the entity to be divided as the parties may independently agree between themselves.
- c) If the parties cannot mutually agree on how the business shall be allocated during the pendency of a divorce or dissolution, the Company shall treat the business according to the status quo as existed prior to the filing of the divorce or dissolution. In the event of divorce, World Ventures will assign the business per the direction of the court.

Under no circumstances will the Downline organisation of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will WorldVentures split commission and bonus payments between divorcing or separating spouses or members of dissolving entities. WorldVentures will recognise only one (1) Downline organisation and will issue only one (1) commission payment per WorldVentures business per commission cycle. Commission payments shall always be issued to the same individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the

disposition of commissions and ownership of the business, the Representative Agreement shall be involuntarily cancelled.

If a former spouse or a former entity affiliate has completely relinquished all rights in his or her original WorldVentures business, they are thereafter free to enrol under any Sponsor of their choosing, so long as they meet the waiting period requirements set forth in Section 4.5.4. In such case, however, the former spouse or entity shall have no rights to any Representatives in his or her former organisation or to any former customer. They must develop the new business in the same manner as would any other new Representative.

4.25 - Sponsoring and Enrolling

All Active Representatives in good standing have the right to sponsor and enrol others into WorldVentures. Each prospective Representative has the ultimate right to choose his or her own Enroller. If two (2) Representatives claim to be the Enroller of the same new Representative, the Company shall regard the first application received by the Company as controlling.

4.26 - Stacking

“Stacking” is strictly prohibited. The term “stacking” includes: (a) the failure to transmit to WorldVentures or the holding of a Representative Application and Agreement in excess of three (3) business days after its execution; (b) the placement or manipulation of Agreements for the purpose of maximising compensation pursuant to WorldVentures’ Marketing and Compensation Plan; or (c) providing financial assistance to new Representatives for the purpose of maximising compensation pursuant to WorldVentures’ Marketing and Compensation Plan; (d) violating the one (1) business per tax ID rule.

4.27 - Transfers

4.27.1 - Transfer Upon Death of a Representative

On the death of a Representative, his or her successors shall be eligible either (i) to accept the Representative position on the terms and conditions of the Agreement as if they were a party thereto or (ii) to require final payment of sums due (if any) under the Agreement. WorldVentures reserves the right to suspend the Representative position until receipt of documentation evidencing the entitlement of the heir(s) to the deceased’s Representative position.

4.27.2 - Transfer Upon Incapacitation of a Representative

Upon the incapacity of a Representative, the rights and responsibilities of the Representative can be assumed by his/her attorney who may handle the Representative’s affairs. WorldVentures reserves the right to suspend the Representative position until receipt of documentation evidencing the authority of the attorney.

4.28 - Telemarketing

Representatives shall not use automatic telephone dialling systems relative to the operation of their WorldVentures businesses. The term “automatic telephone dialling system” means equipment which has the capacity to: (a) store or produce telephone numbers to be called, using a random or sequential number generator; and (b) to dial such numbers.

4.29 - Use of the WorldVentures Communication System

In the event that WorldVentures provides any channel of group communication accessible by individual Representatives, it shall be used exclusively as a tool to communicate with his or her Downline, to promote the sale of WorldVentures products and services and the WorldVentures opportunity. Under no circumstances shall a Representative use the WorldVentures communication system, be it electronic mail or voice mail, to promote the sale of any non- WorldVentures products or services or any non-WorldVentures programme or opportunity.

4.30 - Prohibiting Against Excessive Charges.

WorldVentures prohibits any Sales Representative from charging any other Sales Representative more than \$20 per day for any training regarding WorldVentures. For example, if a Sales Representative in WorldVentures is holding a two day training class then the most that can be charged for that particular training would be \$40 per person. Sales Representative shall not charge any fees for training their Downline.

Note: Training classes and Representative team meetings may be monitored by WorldVentures on an ongoing basis through the use of outside anonymous resources.

4.31 - WorldVentures DreamTrip Etiquette Policy

In order to maintain positive relationships with our vendors and suppliers and in accordance with agreements between vendors and WorldVentures, it is necessary that DreamTrips Members and DreamTrips Gold and Platinum Members and WorldVentures Representatives adhere to the following etiquette. While traveling on a WorldVentures DreamTrip, whether on or off the property, WorldVentures Representatives are PROHIBITED from: (a) enrolling or attempting to enrol potential customers or Representatives; (b) conducting any other activity for the purpose of selling WorldVentures products, establishing a Marketing Organisation, or promoting the WorldVentures opportunity; or (c) disclosing to ANYONE the special WorldVentures-vendor negotiated price.

Furthermore, WorldVentures Representatives may NEVER attempt to recruit or discuss the WorldVentures Opportunity with any hotel, resort, or cruise employees or staff members (e.g. – concierge, bellmen, waiters, hostesses, housekeeping, tour operators, etc.) during a DreamTrip. This includes, but is not limited to: passing out of business cards or other marketing materials and verbal discussions.

Additionally, any training sessions, whether Representative - or Company-sponsored, may be attended only by WorldVentures Representatives and may not be open to the public (i.e. – prospective Customers or Representatives).

Finally, WorldVentures Representatives may NEVER attempt to recruit or discuss the WorldVentures Opportunity with any existing DreamTrips Members or attempt to enrol them into the Representative's organisation.

4.32 - Confidentiality

During the term of the Agreement, the Company may supply to Representatives confidential and proprietary information which may not be distributed or abused, including, but not limited to genealogical and Downline Activity Reports, customer lists, customer information developed by the Company or developed for and on behalf of the Company by Representatives, (including but not limited to, credit data, customer and Representative profiles and product purchase information). Representative lists, vendor and supplier business information (whether in written or electronic form) which the Company may designate as confidential. Confidential information may not be used, shared, disseminated directly or indirectly by the Representative without prior written approval to do so from WorldVentures Compliance Department.

SECTION 5 - RESPONSIBILITIES OF REPRESENTATIVES

5.1 - Change of Address or Telephone

To ensure timely delivery of products, support materials, and commission payments, it is critically important that the WorldVentures' files are current. Street addresses are required for shipping since courier services cannot deliver to a post office box. Representatives planning to move should update their personal information via the Back Office function of the Representative's replicated WorldVentures website *~or~* send their new address and telephone numbers to WorldVentures' Corporate Offices to the attention of the Client Services Department. To guarantee proper delivery, 2 (two) weeks advance notice must be provided to WorldVentures on all changes.

5.2 - Non-disparagement

WorldVentures wants to provide its Independent Representatives with the best products, compensation plan, and service in the industry. Accordingly, it values a Representative's constructive criticisms and comments. All such comments should be submitted in writing to the Client Services Department. Remember, to best serve Representatives. While WorldVentures welcomes constructive input, negative comments and remarks made in the field by Representatives about the Company, its products, or compensation plan serve no purpose other than to sour the enthusiasm of other WorldVentures Representatives. For this reason, and to set the proper example for their Downline, Representatives must not disparage, demean, or make negative remarks about WorldVentures, other WorldVentures Representatives, WorldVentures' products, the Marketing and Compensation plan, or WorldVentures' directors, officers, or employees.

Representatives shall not defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others. Representatives shall not publish, post, unload, distribute, or communicate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topics, names, materials or information. Representative shall not advertise or offer to sell any goods or services for any commercial purpose or conduct or forward surveys, contests, pyramid schemes or chain letters.

5.2.1 - Harassment Zero-Tolerance Policy

WorldVentures has a zero-tolerance policy regarding harassment of another person by a WorldVentures Independent Representative. WorldVentures expects its Independent Representatives to treat each other, as well as potential Representatives and Customers with dignity and respect. Violations of this policy include, but are not limited to:

- Intimidating, harassing, or other aggressive behaviour;
- Causing repeated conflicts with Representatives or Customers;
- Direct or veiled threats of harm.

Violations of this policy will result in termination. If you are a victim of such behaviour, it is important to respond appropriately. Please do not overreact and escalate the situation. Remain calm and notify WorldVentures' Compliance Department immediately.

5.3 - Providing Documentation to Applicants

Representatives must provide the most current version of the Policies and Procedures and the Compensation Plan to individuals whom they are enrolling to become Representatives before the applicant submits his or her Representative Agreement.

5.4 - Reporting Policy Violations

Representatives observing a Policy violation by another Representative should submit a written report of the violation directly to the attention of the WorldVentures Compliance Department. Details of the incidents such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report.

5.5 - Business Conduct

Each Representative will perform all of his/her business activities in a professional and ethical manner, which will enhance the Representative's reputation and the positive reputation of WorldVentures. Representatives will be courteous and respectful of every person contacted including employees and executives of the corporate offices of WorldVentures, and will conduct their business in a way as to respect the products, services and professionalism of WorldVentures and its other Representatives. Any Representative found in violation of any provision could face enforcement action.

5.6 - Employee Gifts

WorldVentures employees may accept small tokens of appreciation in the form of a gift from an Independent Representative or a group of Representatives. Such gift shall not exceed a value of \$50.00 (fifty dollars). All gifts regardless of size and scope must be disclosed to WorldVentures Compliance Department prior to presentation or acceptance.

SECTION 6 - SALES REQUIREMENTS

6.1 - Product Sales

The WorldVentures Compensation Plan is based upon the sale of WorldVentures products and services to End Consumers. Representatives must fulfill personal and Downline Organisation retail sales requirements (as well as meet other responsibilities

set forth in the Agreement) to be eligible for bonuses, commissions and advancement to higher levels of achievement. The following sales requirements must be satisfied for Representatives to be eligible for commissions:

Representatives must satisfy the Qualified Sales requirements as specified in the WorldVentures Compensation Plan in order to receive bonuses or commissions.

6.2 - No Territory Restrictions.

There are no exclusive territories granted to any Representative.

6.3 - Sales Receipts

To the extent that any sales are made off line, Representatives must provide their Retail Customers with two (2) copies of an official WorldVentures sales receipt at the time of the sale. These receipts set forth the Customer Satisfaction Guarantee for WorldVentures products, as well as any consumer protection rights afforded by federal, provincial or state law.

Representatives must ensure that the following information is contained on each sales receipt: (1) The date of the transaction; (2) The date (not earlier than the third business day following the date of the transaction) by which the buyer may give notice of cancellation; and (3) Name and address of the selling Representative.

Retail Customers must receive two (2) copies of the sales receipt. In addition, Representatives must orally inform the buyer of his or her cancellation rights.

SECTION 7 - BONUSES AND COMMISSIONS

7.1 - Bonus and Commission Qualifications

A Representative must be active and in compliance with the Agreement to qualify for bonuses and commissions. So long as a Representative complies with the terms of the Agreement, WorldVentures shall pay commissions and bonuses to such Representative in accordance with the Marketing and Compensation plan.

7.2 - Adjustment to Bonuses and Commissions

7.2.1 - Adjustments for Returned Products or Cancelled Services

Representatives receive bonuses and commissions based on the actual sales of products and services to consumers. When a product is returned to WorldVentures or a WorldVentures service is cancelled, and the customer or Representative returning the product or cancelling the service is entitled to a refund under these Policies and Procedures or by law, the bonuses and commissions attributable to the returned product or cancelled service will be deducted in the month in which the refund is given, and continuing every pay period thereafter until all commissions and bonuses are recovered from the Representatives who received bonuses and commissions on the sales of the refunded product or cancelled service. WorldVentures further reserves the right to issue product purchase refunds at any time, at its sole discretion.

7.3 - Payments and Commissions in U.S. Dollars

WorldVentures processes all payments and calculates commissions and bonuses in U.S. dollars; where payment is made by the Representative or to the Representative the sum received may vary according to the exchange rate applied by the Representative's credit or debit card issuer over which WorldVentures has no control.

7.4 - Online and Telephonic Activity Reports

All information provided by WorldVentures in online or telephonic Downline Activity Reports, including but not limited to personal and Group Sales Volume (or any part thereof), and Downline enrolling activity is believed to be accurate and reliable. Nevertheless, due to various factors including the inherent possibility of human and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit or debit card and electronic payments; returned products; credit card and electronic payment charge-backs; the information is not guaranteed by WorldVentures or any persons creating or transmitting the information.

ALL PERSONAL AND GROUP SALES VOLUME INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER. IN PARTICULAR BUT WITHOUT LIMITATION THERE SHALL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WORLDVENTURES AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY REPRESENTATIVE OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF OR ACCESS TO PERSONAL AND GROUP SALES VOLUME INFORMATION (INCLUDING BUT NOT LIMITED TO LOST PROFITS, BONUSES, OR COMMISSIONS, LOSS OF OPPORTUNITY, AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE INFORMATION), EVEN IF WORLDVENTURES OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, WORLDVENTURES OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANYONE ELSE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHER THEORY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO.

Access to and use of WorldVentures' online and telephone reporting services and your reliance upon such information is at your own risk. All such information is provided to you "as is". If you are dissatisfied with the accuracy or quality of the information, your sole and exclusive remedy is to discontinue use of and access to WorldVentures' online and telephone reporting services and your reliance upon the information.

SECTION 8 - RETURNS, REFUNDS, CANCELLATIONS, AND INVENTORY REPURCHASE

8.1 - Return of Goods by Representatives on Cancellation

In the event a Representative purchases any goods from WorldVentures for the purpose of resale to Customers, the Representative shall have the right to return to WorldVentures any such goods in resalable condition within a period of thirty (30) days from the date of purchase (inclusive of taxes).

Any such refund shall be on terms whereby the purchase price is payable upon delivery of the goods or if the goods are already held by WorldVentures forthwith.

The Representative agrees that payments of refunds will be made in the same form as the original payment and in accordance with WorldVentures' termination procedure in force from time to time.

8.2 - Procedures for Returns

The following procedures apply to all returns for refund, repurchase, or exchange:

- a) All merchandise must be returned by the Representative or customer who purchased it directly from WorldVentures.
- b) No return shipments will be accepted without prior authorisation from the WorldVentures Client Services team.
- c) Proper shipping carton(s) and packing materials are to be used in packaging the product(s) being returned for replacement, and the best and most economical means of shipping is suggested. Except where WorldVentures accepts responsibility for the cost of return of goods in accordance with Section 8.1 above, all returns must be shipped to WorldVentures shipping pre-paid. WorldVentures does not accept shipping-collect packages. The risk of loss in shipping for returned product shall be on the Representative. If returned product is not received by the Company, it is the responsibility of the Representative to trace the shipment.

No refund or replacement of goods will be made if the conditions of this paragraph are not met.

SECTION 9 - DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

9.1 - Disciplinary Sanctions

Violation of the Agreement, these Policies and Procedures, or any illegal, fraudulent, deceptive or unethical business conduct by a Representative may result, at WorldVentures' discretion, in one or more of the following corrective measures:

- a) Issuance of a written warning or admonition;
- b) Requiring the Representative to take immediate corrective measures;

- c) Withholding commissions and bonuses, and/or imposing fines, in an amount determined by WorldVentures at its sole discretion;
- d) Loss of rights to one or more bonus and commission payments;
- e) WorldVentures may withhold from a Representative all or part of the Representative's bonuses and commissions during the period that WorldVentures is investigating any allegedly infringing conduct;
- f) Involuntary termination of the individual's Representative Agreement;
- g) Any other measure expressly allowed within any provision of the Agreement or which WorldVentures deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Representative's policy violation or contractual breach.

9.2 - Grievances and Complaints

When a Representative has a grievance or complaint with another Representative regarding any practice or conduct in relationship to their respective WorldVentures businesses, the complaining Representative should first report the problem to his or her Sponsor who should review the matter and try to resolve it with the other party's Upline Sponsor. If the matter cannot be resolved, it must be reported in writing only and must bear the name and identification number of the party or parties submitting the formal complaint, to the WorldVentures Compliance Department. No telephone calls will be accepted regarding such matters as documentation must be presented in writing both from the complaining party or parties and ultimately from the individual(s) cited for the possible policy violation. The Compliance Representative will review the facts and attempt to resolve it. If it is not resolved, it will be referred to the Dispute Resolution Board for final review and determination.

9.3 - Dispute Resolution Board.

The Dispute Resolution Board reviews evidence, deliberates, and responds to current outstanding issues on a collective basis. The purpose of the Dispute Resolution Board ("DRB") is to: (1) review appeals of disciplinary sanctions; and (2) review matters between WorldVentures Representatives that have not been resolved following referral to the Customer Service Department.

A Representative may submit a written request for a telephonic or in-person hearing within fifteen (15) business days from the date of: (1) the written notice by WorldVentures of a disciplinary sanction; or (2) the written decision of the Compliance Department regarding disputes between Representatives. All communication with WorldVentures and the Representative(s) seeking resolution of a dispute must be in writing. It is within the DRB's discretion whether a claim is accepted for review. If the DRB agrees to review the matter, it shall schedule a hearing within fifteen (15) days of receipt of the Representative's written request. All evidence (e.g., documents, exhibits, etc.) that a Representative desires to have considered by the DRB must be submitted to WorldVentures no later than seven (7) business days before the date of the hearing. The Representative shall bear all of the expenses related to his or her attendance and the attendance of any witnesses he or she desires to be present at the hearing. The decision of the DRB will be final and subject to no further review, except as provided in Section 9.4 below.

Following issuance of a disciplinary sanction, the disciplined Representative may appeal the sanction to the DRB. The Representative's appeal must be in writing and received by the Company within fifteen (15) days from the date of WorldVentures' notice of the disciplinary sanction. If the appeal is not received by WorldVentures within the seven (7) day period, the sanction will be final. The Representative must submit all supporting documentation with his or her appeal correspondence. If the Representative files a timely appeal of a disciplinary sanction, the DRB will review and reconsider the sanction, consider any other appropriate action, and notify the Representative in writing of its decision.

9.4 - Arbitration

Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Representatives waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in the City of Dallas Texas, unless the laws of the Province in which a Representative resides expressly require the application of its laws, in which case the arbitration shall be held in the capital of that Province or where otherwise required by law. All parties shall be entitled to all discovery rights pursuant to the Federal Rules of Civil Procedure. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions with a strong preference being an attorney knowledgeable in the direct selling industry, selected from the panel which the American Arbitration Panel provides. Each party to the arbitration shall be responsible for its own -- costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitration shall survive any termination or expiration of the Agreement.

Nothing in these Policies and Procedures shall prevent WorldVentures from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect WorldVentures' interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

Notwithstanding the foregoing, the arbitrator shall have no obligation or jurisdiction over disputes relating to the ownership, validity or registration or any mark of other intellectual property or proprietary or confidential information of the Company, without the Company's written consent. The Company may seek any applicable remedy in any applicable forum with respect to these disputes. In addition to monetary damages, the Company may obtain injunctive relief against a Representative in violation of the Agreement, and for any violation of misuse of the Company's trademark, copyright or confidential information policies.

Nothing in this rule shall prevent the Company from terminating the Representative Agreement. Nothing contained herein shall be deemed to give the arbitrator any authority, power, right to alter, change, amend, modify, add to, or to subtract from any of the provisions of the Policies or Procedures, Compensation Plan or the Representative Agreement.

9.5 - Governing Law, Jurisdiction and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside in Dallas County, State of Texas unless the laws of the Province in which a Representative resides expressly require the application of its laws. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Texas shall govern all other matters relating to or arising from the Agreement unless the laws of the state in which a Representative resides expressly require the application of its laws.

SECTION 10 - ORDERING

10.1 - Purchasing WorldVentures Products and Services

In the event a Representative would like to purchase a WorldVentures product or service, he or she should purchase his or her products and services directly from WorldVentures. If a Representative purchases products or services from another Representative or any other source, the purchasing Representative will not receive the Personal Sales Volume that is associated with that purchase.

10.2 - General Order Policies

On mail orders with invalid or incorrect payment, WorldVentures will attempt to contact the Representative by phone, email, and/or mail to try to obtain another payment. If these attempts are unsuccessful after five (5) working days the order will be returned unprocessed. No C.O.D. orders will be accepted. WorldVentures maintains no minimum order requirements. Orders for products and sales aids may be combined.

10.3 - Confirmation of Order

A Representative and/or recipient of an order must confirm that the product received matches the product listed on the shipping invoice, and is free of damage. Failure to notify WorldVentures of any shipping discrepancy or damage within thirty (30) days of shipment will invalidate a Representative's right to request a correction.

SECTION 11 - PAYMENT AND SHIPPING

11.1 - Insufficient Funds

It is the responsibility of each Representative to ensure that there are sufficient funds or credit available in his or her account to cover his or her purchases. WorldVentures will not contact Representatives in regard to orders or services cancelled due to insufficient funds or credit. This may result in a Representative's failure to meet his or her Personal Sales Volume requirements for the month.

11.2 - Dishonoured Cheques

All cheques returned by a Representative's bank for insufficient funds will be re-submitted for payment. A \$25.00 returned cheque fee will be charged to the account of the Representative. After receiving a returned cheque from a customer or a Representative, ***all future orders must be paid by Credit Card or debit card. Any outstanding***

balance owed to WorldVentures by a Representative for dishonoured cheques and returned cheque fees will be withheld from subsequent bonus and commission payments.

11.3 - Restrictions on Third Party Use of Credit or Debit Cards and Bank Account Access

Credit or debit card purchases or purchases made by personal/business cheques may only be made by the individual to whom they have been assigned by the banking institution. Any Representative who uses another individual's credit card, debit card or bank account to pay for purchases must submit a credit/debit card or bank account authorisation form to WorldVentures with the order. WorldVentures considers the unauthorised use of credit or debit cards or bank accounts as fraudulent and will report such actions to the proper authorities for settlement. In addition the Representative involved may be subject to Suspension of Representative status pending resolution of the dispute.

A Representative shall not permit other Representatives or customers to use his or her credit or debit card, or bank accounts, to enrol or to make purchases from the Company.

11.4 - Credit or Debit Card Chargebacks

If an erroneous charge is applied to a Representative's credit or debit card, the Representative should immediately contact WorldVentures to initiate an investigation and resolution. In the event of a disputed charge resulting in a charge back, the Representative will not be permitted to purchase products or services using a debit or credit card until the dispute and resulting chargeback is resolved.

SECTION 12 - INACTIVITY AND CANCELLATION

12.1 - Effect of Cancellation

So long as a Representative remains active and complies with the terms of the Representative Agreement and these Policies and Procedures, WorldVentures shall pay commissions to such Representative in accordance with the Compensation Plan. A Representative's bonuses and commissions constitute the entire consideration for the Representative's efforts in generating sales and all activities related to generating sales (including building a Downline organisation). Following a Representative's non-renewal of his or her Representative Agreement, or voluntary or involuntary cancellation of his or her Representative Agreement (all of these methods are collectively referred to as "cancellation"), the former Representative shall have no right, title, claim or interest to the Marketing Organisation which he or she operated, or any commission or bonus from the sales generated by the organisation. A Representative whose business is cancelled will permanently lose all rights as a Representative. This includes the right to sell WorldVentures products and services and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the Representative's former Downline sales organisation. In the event of cancellation, Representatives agree to waive all rights they may have, including but not limited to property rights, to their former Downline organisation and to any bonuses, commissions

or other remuneration derived from the sales and other activities of his or her former Downline organisation.

Following a Representative's cancellation of his or her Representative Agreement, the former Representative shall not hold himself or herself out as a WorldVentures Representative and shall not have the right to sell WorldVentures products or services. A Representative whose Representative Agreement is cancelled shall receive commissions and bonuses only for the last full pay period he or she was active prior to cancellation.

12.2 - Inactivity

It is the Representative's responsibility to lead his or her Marketing Organisation with the proper example in personal production of sales to End Consumers. Without this proper example and leadership, the Representative will lose his or her right to receive commissions from sales generated through his or her marketing organisation.

12.2.1 - Insufficient Personal Volume to Maintain Active Requirement

Representatives who do not maintain their monthly RBS fee for any calendar month will not receive commissions for the sales generated throughout their Marketing Organization for that month. If a Representative becomes and remains Inactive for more than four (4) weekly pay periods, the Sales Volume he/she has accumulated will irrevocably expire. If a Representative becomes and remains Inactive for more than twelve (12) consecutive weekly pay periods at any time, the Representative's Agreement may be terminated at the option of WorldVentures. A Representative terminated for inactivity who is also a Customer may retain their Product(s) membership.

12.2.2 - Status Following Cancellation

If at the time a Representative's Agreement is cancelled due to inactivity, and the Representative is enrolled in the DreamTrips Membership or DreamTrips Gold or Platinum Membership, the Representative shall continue as a Customer, notwithstanding the Cancellation of the Representative Agreement unless the Representative specifically requests that his or her Customer Agreement also be cancelled.

12.3 - Involuntary Cancellation

A Representative's violation of any of the terms of the Agreement, including any amendments that may be made by WorldVentures in its sole discretion, may result in any of the sanctions listed in Section 9.1, including the involuntary cancellation of his or her Representative Agreement. Cancellation shall be effective on the date on which written notice is mailed, faxed, or delivered to an express courier, to the Representative's last known address (or fax number), or when the Representative receives actual notice of cancellation, whichever occurs first.

12.4 - Voluntary Cancellation

A participant in this network marketing plan has a right to Cancel the Agreement at any time without penalty at any time, regardless of reason by giving fourteen days notice in writing to WorldVentures. Cancellation must be submitted in writing either by fax, postal delivery or email to the Company. The written notice must include the Representative's signature (except if notice is given by email), printed name, address, and Representative I.D. Number.

If a Representative is enrolled in the DreamTrips Membership or DreamTrips Gold or Platinum Membership programmes, the Representative's participation in such programme shall continue in force unless the Representative also specifically requests that his or her Customer Agreement(s) also be cancelled in accordance with the terms of that Customer Agreement.

12.5 - Non-renewal

A Representative may also voluntarily cancel his or her Representative Agreement by giving notice that he or she does not wish to renew the Agreement on its anniversary date.

SECTION 13 - DEFINITIONS

Active Customer — A customer who has an active and paid-up subscription to any of WorldVentures' services (DreamTrips or DreamTrips Gold Membership, DreamTrips Platinum Membership for the subject calendar month.

Active Representative — A Representative becomes/remains Active by paying his/her monthly RBS fee.

Active Rank — The term "Active Rank" refers to the current rank of a Representative, as determined by the WorldVentures Compensation Plan, for any calendar month *OR* volume period. To be considered "Active" relative to a particular rank, a Representative must meet the criteria set forth in the WorldVentures Marketing and Compensation Plan for his or her respective rank. *(See the definition of "Rank" below.)*

Agreement - The contract between the Company and each Representative includes the Representative Agreement, the WorldVentures Policies and Procedures, the WorldVentures Compensation Plan, and the Business Entity Registration Form (where appropriate), all in their current form and as amended by WorldVentures in its sole discretion. These documents are collectively referred to as the "Agreement."

Binary Organization – has the meaning ascribed to it in Section 1.2.2 of the Compensation Plan.

Business Centre — The term "Business Centre" is defined in the WorldVentures Compensation Plan.

Business Entity Registration Packet – This packet includes to the Business Entity Form and the articles of organization or incorporation which must be submitted by a business entity as part of its application package to become a Representative.

Cancel — The termination of a Representative's business.

Commission – A percentage earned by Representatives of the amount of Commissionable Products and Services they sell.

Commissionable Products/Services — All WorldVentures products and services on which commissions and bonuses are paid. Representative Business Systems and sales aids are not commissionable products.

Company — The term "Company" as it is used throughout the Agreement means WorldVentures Canada Inc.

Cross-Sponsor – the enrolment of an individual, or entity, that already has a current Customer or Representative Agreement on file with WorldVentures, or who has had such an agreement within the preceding six (6) calendar months, within a differently line of sponsorship.

Director or “DIR” - An Active Representative who has become a Qualified Representative and has at least ninety (90) Active customers on his/her Left Binary Team and at least ninety (90) Active customers on his/her Right Binary Team, based on Team Sales and Auto-Balance of customer sales.

Downline — This term refers to the Representatives you have signed up, as well as those they have signed up. Also See “*Marketing Organisation*” below.

Downline Activity Report — A monthly report generated by WorldVentures that provides critical data relating to the identities of Representatives, sales information, and enrolment activity of each Representative’s Marketing Organisation. This report contains confidential and trade secret information which is proprietary to WorldVentures.

Downline Leg — Each one of the individuals enrolled immediately underneath you and their respective Marketing Organisations represents one “leg” in your marketing organisation. Each Business Centre has two legs—one on the left and one on the right.

End Consumer — A person who purchases WorldVentures products for personal use.

Enrolled Representative or “ER” – A Representative who has enrolled, but is not yet an Active Representative.

Enroller – A Representative who recruits and enrolls another Representative into the Company. The Enroller is typically also the Sponsor of the new Representative.

Fast Start Bonus - A financial bonus created for the purpose of motivating Representatives to achieve certain targets quickly by completing a set of tasks early on in the business.

Genealogy - the Representatives in your Downline.

Group Sales Volume — The commissionable value of WorldVentures products generated by a Representative’s Marketing Organisation. Group Sales Volume does not include the Personal Sales Volume of the subject Representative. (Representative Business Systems and sales aids have no Sales Volume.)

Immediate Household — Heads of household and dependent family members residing in the same house.

Independent Representative – Please see definition of “Representative”.

International Marketing Director or “IMD” - An Active Representative who has become a National Marketing Director, and who has built lines of Lineage with a total count of at least three thousand (3000) Active customers with no more than one thousand (1000) counted from any one line, and who has earned at least \$87,000 cumulatively in the preceding three calendar months, \$29,000/month average (Includes DreamCar Bonus and TravelDollars. DreamHome excluded).

Left Side Group Sales Volume (GSV) — The commissionable value of WorldVentures products and services sold in the left downline leg of a particular Business Centre.

Level — The layers of downline Representatives in a particular Representative’s Marketing Organisation. This term refers to the relationship of a Representative relative to a particular upline Representative, determined by the number of Representatives between them who are related by sponsorship. For example, if A sponsors B, who sponsors C, who sponsors D, who sponsors E, then E is on A’s fourth level.

Lineage — The legs in your marketing structure that were initially started by you sponsoring a personal Representative, and then extended by them recruiting Reps personally and that process duplicating. You can think of your lineage as your sponsorship family tree. It comes from those whom you personally recruited and who they personally recruited, etc. Spillover will not add to your lineage.

Lineage Organization – has the meaning ascribed to it in Section 1.2.1 of the Compensation Plan.

Marketing Director or “MD” - An Active Representative who has become a Director and who has built lines of Lineage with a total count of at least four hundred (400) Active customers, with no more than two hundred (200) counted from any one line, and who has earned at least \$12,000 cumulatively in the preceding three calendar months, \$4,000/month average (TravelDollars are included).

Marketing Organisation — The Representatives sponsored below a particular Representative.

National Marketing Director or “NMD” - An Active Representative who has become a Regional Marketing Director, and who has built lines of Lineage with a total count of at least eighteen hundred (1800) Active customers with no more than six hundred (600) counted from any one line, and who has earned at least \$51,000 cumulatively in the preceding three calendar months, \$17,000/month average (Includes DreamCar Bonus and TravelDollars).

Official WorldVentures Material — Literature, audio or video tapes, and other materials developed, printed, published and distributed by WorldVentures to Representatives.

Personal Production — Moving product to an end consumer for personal use.

Personal Sales Volume (PSV) — The commissionable value of services and products sold in a calendar month: (1) by the Company to a Representative; and (2) by the Company to the Representative’s personally enrolled customers.

Qualified Representative or “Q” – An Active Representative who has made four Retail Product sales to customers, and such customers have remained Active.

Rank — The “title” that a Representative has achieved pursuant to the WorldVentures Compensation Plan.

Recruit — For purposes of WorldVentures’ Conflict of Interest Policy (Section 4.8), the term “recruit” means actual or attempted solicitation, enrolment, encouragement, or effort to influence in any other way, either directly or through a third party, another WorldVentures Representative to enrol or participate in another multilevel marketing, network marketing or direct sales opportunity. This conduct constitutes recruiting even if the Representative’s actions are in response to an inquiry made by another Representative.

Regional Marketing Director or “RMD” - An Active Representative who has become a Marketing Director, and who has built lines of Lineage with a total count of at least nine hundred (900) Active customers with no more than three hundred (300) counted from any one line, and who has earned at least \$27,000 cumulatively in the preceding three calendar months, \$9,000/month average (TravelDollars are included).

Representative – The party entering into the Representative Agreement with WorldVentures. A Representative may also be referred to as an Independent Representative or Sales Representative.

Representative Business System or “RBS”— A selection of WorldVentures training materials and business support literature that each new Representative is required to purchase. The Representative Business System is sold to Representatives at the Company’s cost.

Right Side Group Sales Volume (GSV) — The commissionable value of product sold in the right downline leg of a particular Business Centre.

Sales Representative – Please see definition of “Representative”.

Senior Representative or “SR” - An Active Representative who has become a Qualified Representative and has at least thirty (30) Active customers on his/her Left Binary Team and at least thirty (30) Active customers on his/her Right Binary Team, based on Team Sales and Auto-Balance of customer.

Sponsor — The Representative to whom front-line lineage is credited when a new Representative is enrolled into the Company and to whom Sales Volume is attributed when new Customers make Product purchases

TrainingDollars – TrainingDollars are awarded to a Representative who personally acquires a prescribed number of new customers, and can be redeemed toward of the price of certain WorldVenture training workshops. TrainingDollars are more fully described in Section 7.2 of the Compensation Plan.

TravelDollars – TravelDollars are awarded to Representatives as part of the bonus structure of WorldVentures and are designed to reward Representatives by covering some or all of the costs of their travel experiences. TravelDollars are more fully described in Section 7.3 of the Compensation Plan.

Upline — This term refers to the Representative or Representatives above a particular Representative in a sponsorship line up to the Company. Conversely stated, it is the line of sponsors that links any particular Representative to the Company.

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